



PATENT
Customer No.: 58,982
New Attorney Docket No. 08350.2476-00000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
Riccardo MARES) Group Art Unit: 3745
)
Application No.: 10/824,150) Examiner: LOPEZ, FRANK D.
)
Filed: April 14, 2004)
) Confirmation No.: 6378
For: SERIES-PARALLEL HYDROSTATIC)
TRANSMISSION)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, Caterpillar Paving Products Inc., duly organized under the laws of Oklahoma and having its principal place of business at 9401 85TH Avenue North, Brooklyn Park, Minnesota, 55445 represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 10/824,150, filed April 14, 2004 for SERIES-PARALLEL HYDROSTATIC TRANSMISSION in the names of Riccardo Mares, as indicated by assignment(s) duly recorded in the United States Patent and Trademark Office at Reel 018247, Frame 0183 on September 12, 2006. Assignee, Caterpillar Paving Products Inc., further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent No. 7,003,948, as indicated by assignment(s) duly recorded in the United States Patent and Trademark Office at Reel 018247, Frame 0183 on September 12, 2006.

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To obviate a double patenting rejection, assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent No. 7,003,948. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$130.00 is being filed with this disclaimer.

If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to Deposit Account 06-0916. If a fee is required for an extension of

time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested
and the fee should also be charged to Deposit Account 06-0916

The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: February 28, 2007

By:  

Panyin A. Hughes
Reg. No. 55,288